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FILED

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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Attorney for Plaintiff, **ABRAM RODRIGUEZ**

DEPUTY

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

ABRAM RODRIGUEZ,

Plaintiff,

v.

**INTERNATIONAL LONGSHORE
AND WAREHOUSE UNION LOCAL
29; INTERNATIONAL
LONGSHORE AND WAREHOUSE
UNION,**

Defendants.

Case No.

08 CV 0433 H BLM

**COMPLAINT FOR VIOLATIONS
OF THE LABOR MANAGEMENT
REPORTING AND DISCLOSURE
ACT (LMRDA) • BREACH OF
CONTRACT • BREACH OF
COVENANT OF GOOD FAITH
AND FAIR DEALING •
TORTIOUS INTERFERENCE
WITH ECONOMIC RELATIONS
• PUNITIVE DAMAGES**

DEMAND FOR JURY TRIAL

Plaintiff alleges:

PRELIMINARY STATEMENT

1. This action seeks compensatory, declaratory, and other appropriate relief for damages to the plaintiff by the defendants and/or their agents in violating his rights as a member of a labor organization, including recalling him from his office as president of his local union as a result of the faithful exercise of his duties while occupying that position, and thereafter harassing, retaliating against and engaging in prohibited discipline against him for engaging in protected labor

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1 activities, including activities relating to the exercise of his rights as a union
2 member, his conduct as president of his local union, and his protest of the improper
3 and illegal manner in which certain affairs of the local union and the recall election
4 were conducted. Plaintiff contends the actions taken by the defendants violated
5 §§411, 412, 481, 482, and 529 of the Labor Management Reporting and Disclosure
6 Act (LMRDA), the Constitution of the International Longshore and Warehouse
7 Union (ILWU), the Constitution and Bylaws of the International Longshore and
8 Warehouse Union, Local 29 (Local 29) and the Pacific Coast Longshore Contract
9 Document between ILWU and Pacific Maritime Association (PMA). Plaintiff's
10 federal law claims are brought pursuant to the LMRDA, 29 U.S.C. §412.

11 JURISDICTION

12 2. Jurisdiction is conferred upon this Court by 28 U.S.C. §1331, Federal
13 Question Jurisdiction. Supplemental jurisdiction over plaintiff's state and common
14 law claims exist pursuant to 28 U.S.C. §1367. The jurisdiction of this Court is
15 invoked to secure protection of and redress of the deprivation of rights guaranteed
16 by federal law, which rights provide for relief for violation of a member's rights by
17 a labor organization.

18 3. All complaints and/or wrongful actions alleged herein were
19 committed within the jurisdiction of this Court.

20 PARTIES

21 4. Plaintiff Abram Rodriguez (Rodriguez) is an adult male individual, a
22 member of defendant ILWU Local 29, and resides in the Southern District of
23 California.

24 5. At all times mentioned herein, plaintiff was a longshore worker and a
25 registered member of defendant ILWU Local 29. ILWU Local 29 is a collective
26 bargaining representative for longshore workers who work primarily in the Port of
27 San Diego and is a "labor organization," as that term is used and defined in 29
28 U.S.C. §401, *et seq.* Local 29 acts as the authorized agent of its members with

1 respect to, *inter alia*, union elections, registration, hiring, dispatch, and discipline
2 of its membership and is headquartered in San Diego, California.

3 6. At all times mentioned herein, defendant ILWU is the parent
4 organization for all longshore locals in California, Oregon, and Washington, and
5 all employees performing work under the scope, terms and conditions of the
6 Pacific Coast Longshore Contract Document existing between it and PMA. The
7 ILWU, headquartered in San Francisco, California, is also a "labor organization"
8 as that term is used and defined in 29 U.S.C. §411, *et seq.*, and acts as the final
9 appellate body for all appeals for disciplinary actions brought against its members,
10 including the appeal of defendant Local 29's decisions pertaining to the plaintiff
11 which, in part, are the subject of this action.

12 **FIRST CLAIM FOR RELIEF**

13 **29 U.S.C. §§ 412 and 529**

14 *Against Both Defendants*

15 7. Plaintiff realleges and incorporates herein by reference the allegations
16 set forth above.

17 8. As a registered longshoreman and member of Local 29 with
18 approximately 50 years of experience and having held union office many times
19 previously, plaintiff was elected as the president of Local 29 in June 2007.

20 9. In his capacity as president of Local 29, plaintiff was the principal
21 executive officer of Local 29, and was responsible for, *inter alia*, enforcing the
22 observance of Local 29's Constitution and Bylaws.

23 10. In or about November, 2007, plaintiff implemented dispatch
24 procedures agreed upon with PMA and Local 29 which ensured that longshoremen
25 in the Port of San Diego shall not have more than one 8-hour guaranteed shift in
26 any one day. Following the implementation of the dispatch procedures an
27 improper and illegal recall petition which violated the Constitution and Bylaws of
28 Local 29 was presented at a stop work meeting on or about December 11, 2007.

1 At that meeting, plaintiff was presented with a copy of the recall petition and asked
2 to step down immediately as president of Local 29. After requesting a copy of the
3 charges brought against him, plaintiff was threatened with physical violence, arrest
4 and deregistration if he did not give up his chair immediately. After plaintiff called
5 for an emergency dismissal of the meeting, he was shouted down while the vice-
6 president of Local 29 assumed plaintiff's chair and resumed the meeting as interim
7 president over his objection.

8 11. On or about December 14, 2007, plaintiff sent a letter to the president
9 of the ILWU requesting the intervention of the ILWU to remedy the conflict,
10 described above, which occurred due to, among other things, the implementation
11 of dispatch rules and procedures described above and the improper attempts to
12 recall plaintiff from his elected office as president of Local 29.

13 12. On or about December 27, 2007, plaintiff and his brother were
14 improperly disciplined by Local 29 due to plaintiff's implementation of dispatch
15 rules and procedures and opposition to his recall when Local 29 arbitrarily decided
16 that they not be dispatched in the work rotation as super cargo clerks unless they
17 were to take super cargo training and testing, even though plaintiff and his brother
18 had already been determined by PMA and Local 29 to be qualified to perform that
19 work. PMA has refused to abide by Local 29's decision.

20 13. On or about January 9, 2008, plaintiff was inhibited at Local 29's
21 general membership meeting from presenting a defense to the charges concerning
22 the recall vote which was scheduled to take place on January 11, 2008.

23 14. On or about January 10, 2008, plaintiff's attorney sent a letter to the
24 president of the ILWU requesting the ILWU's intervention in the recall election
25 scheduled for January 11, 2008, based upon, among other things, irregularities in
26 the recall petition and recall process, the inability of plaintiff to raise a defense,
27 concerns about certain members of Local 29 intentionally being excluded from
28 voting to ensure the recall was successful, and the failure of Local 29 and the

1 ILWU to honor their duty of fair representation with respect to plaintiff's right to
2 be defended against the charges brought against him

3 15. An improper and illegal recall election was conducted at a stop work
4 meeting on or about January 11, 2008, and plaintiff was thereafter informed he had
5 been removed from office as president of Local 29.

6 16. The same day, plaintiff filed a contestation of the election with elected
7 representatives of Local 29's balloting committee and its secretary/treasurer. In
8 addition, plaintiff sent his contestation to, among others, the president of the
9 ILWU.

10 17. On January 15, 2008, plaintiff was improperly disciplined for
11 exercising his rights stated herein due to being denied his salary for serving as the
12 president of Local 29 in the month of December 2007.

13 18. In the days following his contestation of the election, plaintiff and his
14 brother were approached by members of Local 29 who told them, "They are going
15 after you and one way or the other they are going to get you," and similar
16 comments about harming plaintiff, his being under investigation and that he was
17 going to be in big trouble for his actions as president of Local 29, including the
18 implementation of dispatch rules and procedures discussed above.

19 19. In spite of his protests before and after the recall election, neither
20 Local 29 or the ILWU intervened on plaintiff's behalf, and on February 8, 2008,
21 plaintiff was personally delivered a letter from the acting president of Local 29
22 which claimed that any challenge to the recall was deemed mooted to the extent it
23 was alleged that plaintiff was not eligible to run for the office of president when he
24 was elected in June, 2007. The president of the ILWU was also sent a copy of the
25 letter.

26 20. Therefore, plaintiff has exhausted all applicable administrative and
27 contractual procedures and requirements to bring this suit.

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1 21. The defendants' actions violate LMRDA §529 and are actionable
2 under §412.

3 22. As a direct and proximate result of the unlawful conduct of
4 defendants, plaintiff has been directly and legally caused to suffer noneconomic
5 and economic damages, including lost wages and compensation, and will continue
6 to suffer future losses, all in amounts to be proven at trial, together with legal,
7 injunctive, and equitable relief as may be appropriate, with appropriate back pay
8 and pre-judgment interest.

9 23. Further, the actions of defendants were willful, wanton, and/or
10 malicious, and plaintiff is therefore entitled to an award of punitive damages in an
11 amount to be proven at trial, including attorney fees and costs, incurred herein.

12 **SECOND CLAIM FOR RELIEF**

13 **29 U.S.C. §§ 411 and 529**

14 *Against Both Defendants*

15 24. Plaintiff realleges and incorporates by reference the allegations set
16 forth above.

17 25. Between November 2007 and February 2008, defendant Local 29
18 engaged in improper discipline against plaintiff based upon allegations that in his
19 role as President of Local 29 he violated certain provisions of Local 29's
20 Constitution and Bylaws. In bringing charges, plaintiff was informed by Local 29
21 that he had been charged with violating various general principles set forth in
22 Local 29's Constitution concerning the duties of the president, including Art. IV, §
23 1(A), Art. IV, § 1(B), Art. IV, § 1(G), as well as general provisions of the Pacific
24 Coast Longshore Contract Document. The charges brought against plaintiff lacked
25 a specific factual basis. Plaintiff was therefore not served with "written specific
26 charges," contrary to 29 U.S.C. § 411(a)(5)(A) and Art. IX, § 2 of the Constitution
27 of Local 29.

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1 26. Plaintiff appeared at the stop work meeting of the longshore division
2 of Local 29 on January 9, 2008, to respond to the charges, at which time no
3 recoding of the proceeding was conducted. After being inhibited from presenting a
4 defense, plaintiff asked that the hearing be postponed to provide notice to all
5 members of local 29 and for dismissal of the charges against him because they
6 failed to meet the requirements necessary for a valid charge to be made under
7 Local 29's Constitution. His request was denied; he was found guilty and recalled
8 as president of Local 29.

9 27. That decision was timely and properly appealed by the plaintiff to the
10 ILWU and Local 29, but all appeals were unsuccessful and denied.

11 28. Defendant Local 29's actions constitute arbitrary and capricious
12 behavior against plaintiff in failing to serve him with specific charges, failing to
13 give him sufficient time to prepare his defense and in denying him a full and fair
14 recorded hearing contrary to 29 U.S.C. § 411(a)(5)(A), (B), and (C).

15 29. As a further and direct result of the acts of defendants as set forth
16 above, plaintiff is entitled to a refund of the loss of salary, plus appropriate pre-
17 judgment interest, injunctive relief enjoining the defendants from engaging in
18 conduct contrary to the provisions of Local 29's Constitution and Bylaws in the
19 future, and for attorney fees and costs incurred herein.

20 30. Further, the actions of defendants were willful, wanton, made with
21 reckless disregard of the rights of plaintiff and others, and plaintiff is therefore
22 entitled to an award of punitive damages in an amount to be proven at trial.

23 **THIRD CLAIM FOR RELIEF**

24 **29 U.S.C. §§ 411 and 412**

25 *Against Both Defendants*

26 31. Plaintiff realleges and incorporates by reference the allegations set
27 forth above.

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1 32. The actions of Local 29 in recalling plaintiff were contrary to the
2 provisions of the Bylaws and Constitution of Local 29 and the Constitution of the
3 ILWU, which limit the discretion of the membership in recalling elected union
4 officers. Defendants' actions in recalling plaintiff were therefore arbitrary,
5 capricious and in bad faith.

6 33. Further, the charges brought against plaintiff were channeled directly
7 to the general membership, contrary to the provisions of the Constitution and
8 Bylaws of Local 29 and the ILWU.

9 34. As a direct and proximate result of the defendant's actions as set forth
10 above, plaintiff has been directly and legally caused to suffer lost earnings and
11 benefits, past, present, and future, and for emotional suffering and anguish entitling
12 him to noneconomic and economic damages in amounts to be proven at trial,
13 together with reasonable attorney fees and costs.

14 **FOURTH CLAIM FOR RELIEF**

15 **29 U.S.C. §§ 481 and 482**

16 *Against Both Defendants*

17 35. Plaintiff realleges and incorporates by reference the allegations set
18 forth above.

19 36. The actions of Local 29 in recalling plaintiff were contrary to the
20 provisions of the Bylaws and Constitution of Local 29 and the Constitution of the
21 ILWU, which limit the discretion of the membership in recalling elected union
22 officers.

23 37. As a direct and proximate result of the defendant's actions as set forth
24 above, plaintiff has been directly and legally caused to suffer lost earnings and
25 benefits, past, present, and future, and for emotional suffering and anguish entitling
26 him to noneconomic and economic damages in amounts to be proven at trial,
27 together with reasonable attorney fees and costs.

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FIFTH CLAIM FOR RELIEF

Breach of Contract

Against Both Defendants

38. Plaintiff realleges and incorporates by reference the allegations set forth above.

39. Defendants breached their contractual obligation to plaintiff in failing to comply with the provisions of the ILWU's Constitution and Bylaws, the Constitution and Bylaws of Local 29, and the Pacific Coast Longshore Contract Document.

40. As a direct and proximate result of the defendants' breach of contract, plaintiff was removed from his position as president of Local 29 and defendants are trying to arbitrarily oppose plaintiff's ability to be dispatched as a super cargo clerk. Plaintiff is therefore entitled to consequential economic damages for lost earnings and benefits, past, present, and future, including appropriate incidental damages, and such other appropriate and equitable relief, including, but not limited to, the issuance of an injunction, with back-pay and pre-judgment interest, and payment of his attorney feed and costs incurred herein.

SIXTH CLAIM FOR RELIEF

Breach of Covenant of Good Faith and Fair Dealing

Against Both Defendants

41. Plaintiff realleges and incorporates by reference the allegations set forth above.

42. Defendants breached the covenant of good faith and fair dealing which is implied in the above-mentioned contract documents, all to plaintiff's economic damage in an amount to be proven at trial, with attorney fees, costs, and appropriate injunctive relief as set forth above.

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SEVENTH CLAIM FOR RELIEF

Tortious Interference with Economic Relations

Against Defendant Local 29

43. Plaintiff realleges and incorporates by reference the allegations set forth above.

44. Defendant Local 29's actions in failing to comply with the provisions and procedures of its Constitution and Bylaws constitutes a tortious interference with economic relationship existing between plaintiff and employers subject to a collective bargaining agreement with Local 29. The interference was performed with an improper motive and/or accomplished by improper means.

45. As a direct and proximate result of defendant's actions, plaintiff has sustained both economic and noneconomic damages in amounts to be proven at trial.

WHEREFORE, plaintiff prays for judgment against defendants as follows:

- (1) On his First, Second, Third, and Fourth Claims for Relief, for economic damages in amount to be proven at trial, including, but not limited to, lost wages, benefits, impaired earning capacity, and noneconomic damages for emotional distress, together with legal or equitable and injunctive relief as may be appropriate, and appropriate pre-judgment interest, attorney fees, and costs;
- (2) On his Fifth and Sixth Claims for Relief, for economic damages in an amount to be proven at trial, including, but not limited to, lost earnings, fringe benefits, past, present, and future, and for appropriate consequential and incidental damages and for appropriate injunctive and equitable relief, together with pre-judgment interest, attorney fees, and costs;
- (3) On his Seventh Claim for Relief, for economic and noneconomic damages in amounts to be proven at trial;

1 (4) For costs and disbursements incurred herein; and

2 (5) For such other and further relief as the Court deems just and equitable.

3 **PLAINTIFF DEMANDS TRIAL BY JURY.**

4 DATED: March 6, 2008

DEREK T. ANDERSON, ATTORNEY AT
LAW

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7 By 
Derek T. Anderson
8 Attorney for Plaintiff, ABRAM RODRIGUEZ
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**UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION**

**# 148543 - SH
* * C O P Y * *
March 07, 2008
14:40:15**

Civ Fil Non-Pris

USAO #: 08CV0433

Judge.: MARILYN L HUFF

Amount.: \$350.00 CK

Check#: BC1246

Total-> \$350.00

**FROM: RODRIGUEZ V. INTERNATIONAL
LONGSHORE UNION**

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

ABRAM RODRIGUEZ

(b) County of Residence of First Listed Plaintiff SAN DIEGO
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Derek T. Anderson, Attorney at Law, 1850 Fifth Avenue, San Diego, California 92101, (619) 237.0099

DEFENDANTS

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION,
LOCAL 29; INTERNATIONAL LONGSHORE AND

County of Residence of First Listed Defendant SAN DIEGO

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

08 CV 0433 H BLM DEPUTY

II. BASIS OF JURISDICTION

(Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 PTF ☐ 1 DEF ☐ 1 Incorporated or Principal Place of Business In This State ☐ 4 PTF ☐ 4 DEF ☐ 4
- Citizen of Another State ☐ 2 PTF ☐ 2 DEF ☐ 2 Incorporated and Principal Place of Business In Another State ☐ 5 PTF ☐ 5 DEF ☐ 5
- Citizen or Subject of a Foreign Country ☐ 3 PTF ☐ 3 DEF ☐ 3 Foreign Nation ☐ 6 PTF ☐ 6 DEF ☐ 6

IV. NATURE OF SUIT

(Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Labor Management Reporting and Disclosure Act Sections 412 29 USC § 412

Brief description of cause:

Statutory labor violations surrounding the recall of an elected union officer.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

03/07/2008

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

148543

AMOUNT

\$358

APPLYING IFP

JUDGE

MAG. JUDGE

3/7/08

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